

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	09/22/2009		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Digeo, Inc.		09/22/2009
			Entity Type
			CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ARRIS Group, Inc.		
Street Address:	3871 Lakefield Drive		
City:	Suwanee		
State/Country:	GEORGIA		
Postal Code:	30024		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
	Property Type	Number	Word Mark
	Registration Number:	3259011	MOXI
	Registration Number:	3202460	MOXI
CORRESPONDENCE DATA			
Fax Number:	(678)473-8095		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	678.473.8722		
Email:	Christina.Millan@arrisi.com		
Correspondent Name:	Christina Millan		
Address Line 1:	3871 Lakefield Drive		
Address Line 4:	Suwanee, GEORGIA 30024		
ATTORNEY DOCKET NUMBER:	MOXI ASSIGNMENT FROM DIGE		
NAME OF SUBMITTER:	Armando Rois-Mendez		
Signature:	/Armando Rois-Mendez/		

CH \$65.00 3259011

TRADEMARK

900173198

REEL: 004290 FRAME: 0465

Date:

10/05/2010

Total Attachments: 11

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ASSET PURCHASE AGREEMENT

BY AND BETWEEN

ARRIS GROUP, INC.,

DIGEO, INC.

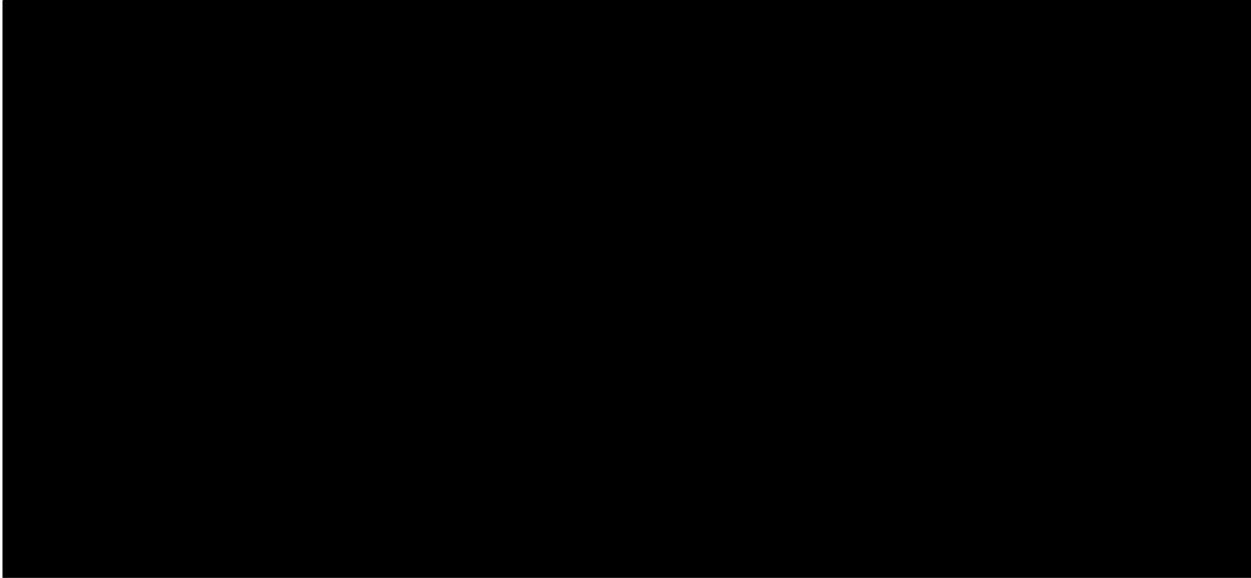
AND

VULCAN VENTURES INC.

September 22, 2009

ASSET PURCHASE AGREEMENT

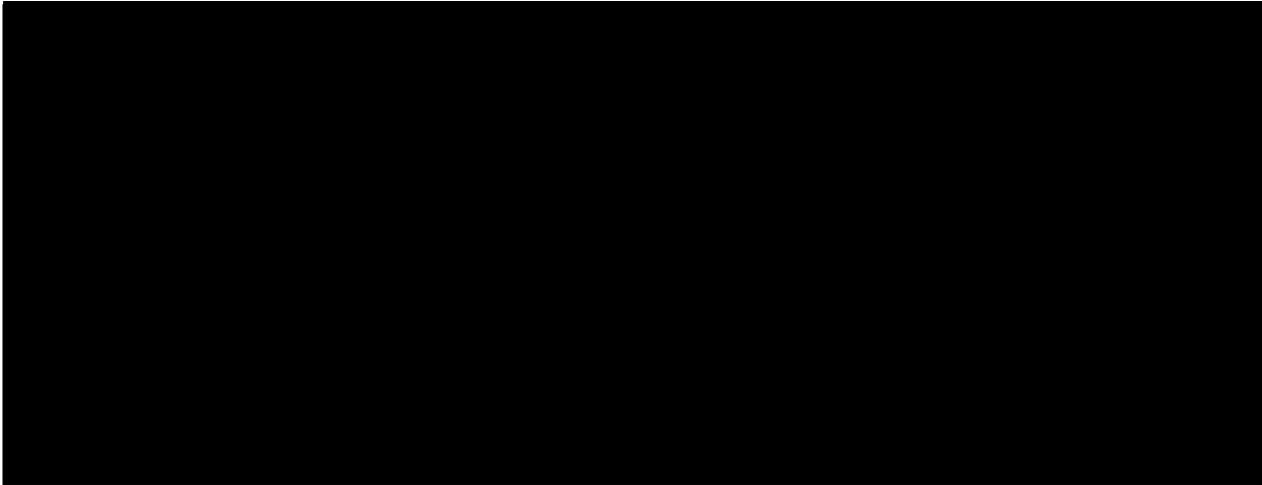
This ASSET PURCHASE AGREEMENT (this "*Agreement*") is made and entered into as of September 22, 2009 (the "*Agreement Date*"), by and between ARRIS Group, Inc., a Delaware corporation ("*Buyer*"), Digeo, Inc., a Delaware corporation ("*Seller*") and Vulcan Ventures Inc., a Delaware corporation ("*Vulcan*" and, together with Seller, the "*Seller Parties*").



ARTICLE I
PURCHASE AND SALE

1.1 Certain Definitions. As used in this Agreement, the following terms shall have the meanings indicated below:

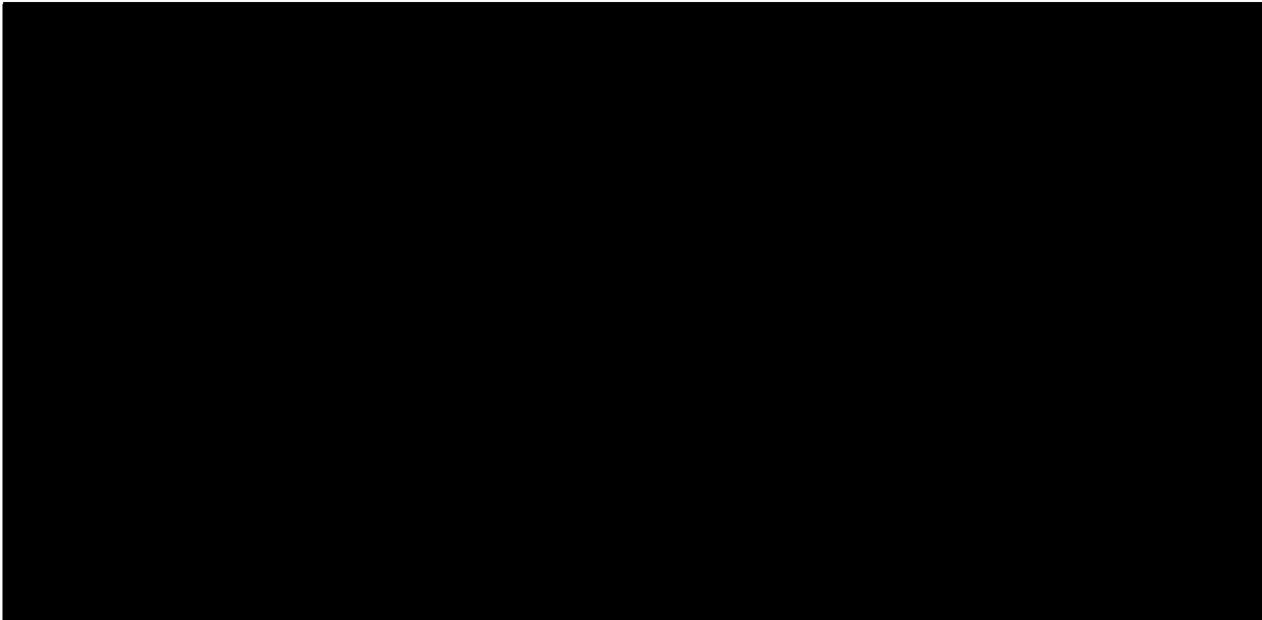


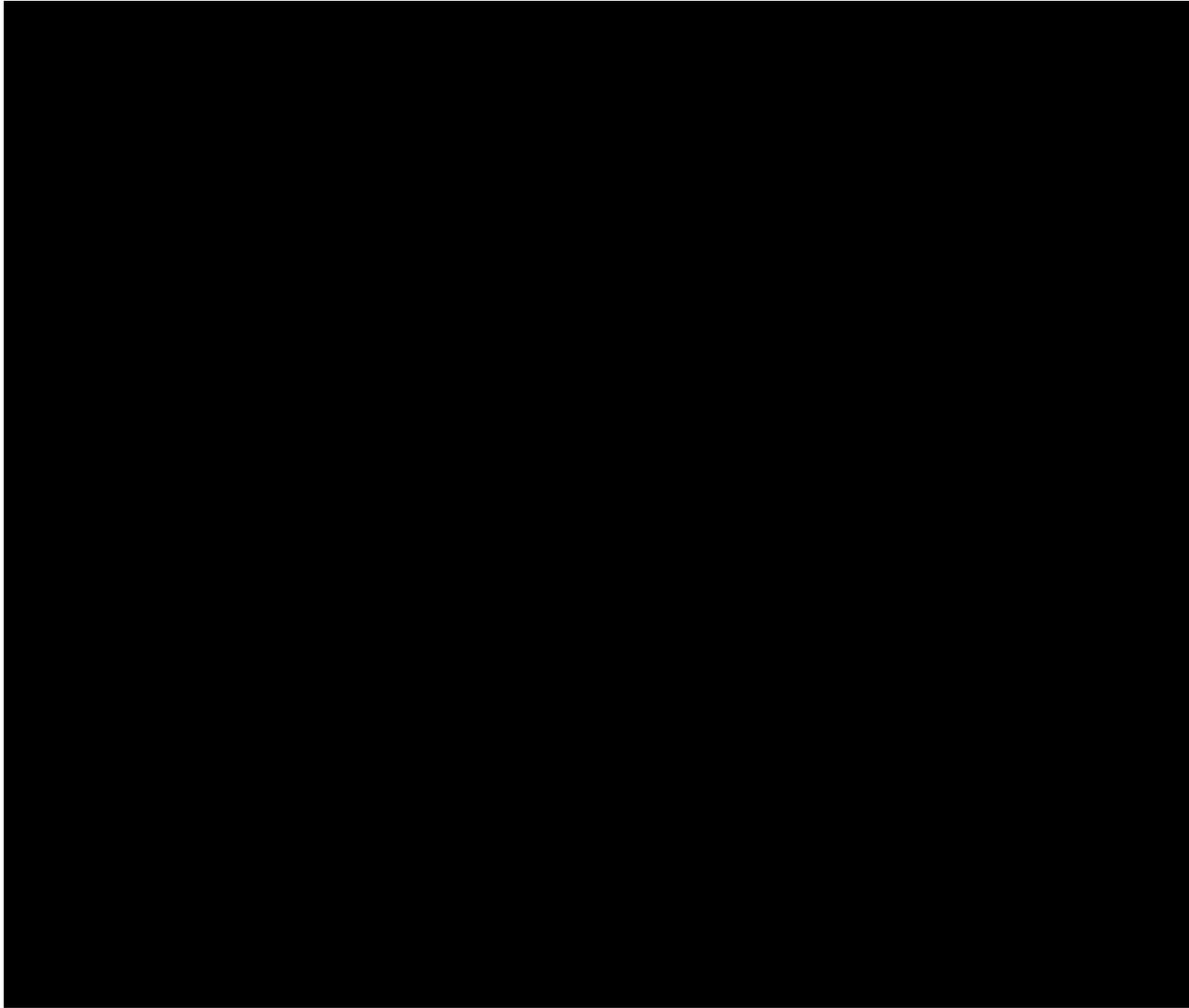


“Intellectual Property Rights” means worldwide industrial and intellectual property rights and all rights associated therewith, including:

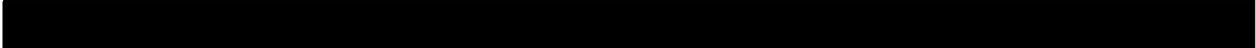


all trade names, corporate names, fictitious names, brand names, product names, common law trademarks and service marks, trademark and service mark registrations and applications therefor, trade dress, logos, symbols, slogans, internet domain names, and all goodwill associated therewith and/or symbolized thereby;





1.2 Purchase and Sale. Upon the terms and subject to the conditions of this Agreement, Buyer agrees to purchase from Seller and the Seller Subsidiaries, and Seller agrees to, and to cause the Seller Subsidiaries to, sell, transfer, convey, assign and deliver to Buyer at the Closing (as defined in Section 1.8), free and clear of all Encumbrances, the following assets, rights and properties of Seller and the Seller Subsidiaries, whether tangible or intangible, real, personal or mixed, wherever located, and whether or not carried and reflected on the books of Seller and the Seller Subsidiaries relating to, used or employed in connection with the Business (collectively, the “*Purchased Assets*”):



(ii) all of the rights to and interest of Seller and each Seller Subsidiary in Intellectual Property Rights, including the Seller Registered Intellectual Property Rights;



IN WITNESS WHEREOF, each of Buyer, Seller and Vulcan has caused this Asset Purchase Agreement to be executed and delivered by its respective officer thereunto duly authorized, all as of the date first written above.

ARRIS GROUP, INC.

By: Lawrence A. Marzolis
Name: LAWRENCE A. MARZOLIS
Title: E.V.P.

DIGEO, INC.

By: _____
Name: Gregory Gudorf
Title: Chief Executive Officer

VULCAN VENTURES INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of Buyer, Seller and Vulcan has caused this Asset Purchase Agreement to be executed and delivered by its respective officer thereunto duly authorized, all as of the date first written above.

ARRIS GROUP, INC.

By: _____
Name: _____
Title: _____

DIGEO, INC.

By: _____
Name: Gregory Odior _____
Title: Chief Executive Officer _____

VULCAN VENTURES INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of Buyer, Seller and Vulcan has caused this Asset Purchase Agreement to be executed and delivered by its respective officer thereunto duly authorized, all as of the date first written above.

ARRIS GROUP, INC.

By: _____
Name: _____
Title: _____

DIGEO, INC.

By: _____
Name: Gregory Gudorf
Title: Chief Executive Officer

VULCAN VENTURES INC.

By: Martha Fuller
Name: Martha Fuller
Title: Vice President

BILL OF SALE

This bill of sale (this "**Bill of Sale**") is made and entered into this 1st day of October, 2009, by and between ARRIS Group Inc., a Delaware corporation ("**Buyer**"), and Digeo, Inc., a Delaware corporation ("**Seller**"). All capitalized terms used in this Bill of Sale and not defined herein shall have the respective meanings ascribed to them in that certain Asset Purchase Agreement, dated September 22, 2009 (the "**Purchase Agreement**"), by and among Buyer, Seller and Vulcan Ventures Inc., a Washington corporation.

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to sell, transfer, convey, assign and deliver to Buyer, and Buyer has agreed to purchase and acquire from Seller, all of Seller's right, title and interest in and to the Purchased Assets free and clear of all Encumbrances;

NOW, THEREFORE, for and in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

1. Subject to the terms and conditions set forth in the Purchase Agreement, Seller hereby sells, transfers, conveys, assigns and delivers to Buyer and Buyer's successors all of Seller's right, title and interest in and to all of the Purchased Assets, to have and to hold the same forever, free and clear of all Encumbrances.

2. The parties hereto hereby acknowledge and agree that the Excluded Assets are not sold, transferred, conveyed, assigned or delivered to Buyer.

3. Each of the parties hereto will, from time to time and at all times hereafter, upon every reasonable request to do so by the other party hereto, make, do, execute and deliver, or cause to be made, done, executed and delivered, all such further acts, deeds, assurances and things as may be reasonably required or necessary in order to further implement and carry out the intent and purposes of this Bill of Sale.

4. Seller and Buyer hereby acknowledge and agree that neither the representations and warranties nor the rights and remedies of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this instrument.

5. This Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns.

6. This Bill of Sale is governed by the laws of the State of Delaware without regard to the conflict of laws provisions thereof.

7. No failure of any party hereto to enforce any term of this Bill of Sale shall be deemed to be a waiver of that party's right to enforce such term.

8. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement. Any signature page of any such counterpart, or any electronic transmission by facsimile or e-mail thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Bill of Sale, and any telecopy or other electronic transmission of any signature shall be deemed an original and shall bind such party.

9. If any provision of this Bill of Sale, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Bill of Sale shall continue in full force and effect and shall be interpreted so as reasonably to effect the intent of the parties hereto. The parties hereto shall use all reasonable best efforts to replace such void or unenforceable provision of this Bill of Sale with a valid and enforceable provision that shall achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Buyer and Seller have caused their duly authorized representatives to execute this Bill of Sale as of the date first set forth above.

“Buyer”

ARRIS GROUP, INC.

By:  _____

Name: David B. Potts

Title: Executive Vice President, Chief Financial
Officer, Chief Accounting Officer, and
Chief Information Officer

“Seller”

DIGEO, INC.

By: _____

Name: Gregory Gudorf

Title: Chief Executive Officer

IN WITNESS WHEREOF, Buyer and Seller have caused their duly authorized representatives to execute this Bill of Sale as of the date first set forth above.

“Buyer”

ARRIS GROUP, INC.

By: _____
Name: David B. Potts
Title: Executive Vice President, Chief Financial
Officer, Chief Accounting Officer, and
Chief Information Officer

“Seller”

DIGEO, INC.

By: _____
Name: Gregory Gudorf
Title: Chief Executive Officer

